

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM597417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edenbridge Pharmaceuticals, LLC		09/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88780837	EDENBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11964 / 298		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	09/14/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of **September 14, 2020** (the “*Effective Date*”) between each of the signatories hereto (collectively, the “*Grantors*”) in favor of MIDCAP FINANCIAL TRUST, as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*.”) Unless otherwise defined herein, terms used herein have the meaning given to them in the Pledge and Security Agreement referred to below.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 11, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. GRANT OF SECURITY.

As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “*Intellectual Property Collateral*”):

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to

goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “*Trademarks*”).

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the United States Patent and Trademark Office, the U.S. Copyright Office and any other applicable government officer record this Agreement.

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent has caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EDENBRIDGE PHARMACEUTICALS, LLC,
as a Grantor

By: 
Name: Patrick Chu
Title: President

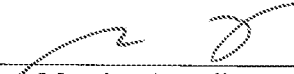
Address:

169 Lackawanna Avenue, Suite 110
Parsippany, NJ 07054
Attention: Patrick Chu
Email: pchu@edenbridgepharma.com

MIDCAP FINANCIAL TRUST, as Collateral
Agent

By: Apollo Capital Management, L.P.,
its Investment Manager

By: Apollo Capital Management GP, LLC,
its General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Address:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 300
Bethesda, MD 20814
Attention: Account Manager for Edenbridge
Transaction
Fax/Telecopy No.: (301) 941-1450
Email: notices@midcapfinancial.com

with copies not constituting notice) to each of:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 300
Bethesda, MD 20814
Attention: General Counsel
Fax/Telecopy No.: (301) 941-1450
Email: legalnotices@midcapfinancial.com

and

Proskauer Rose LLP
2029 Century Park East
Suite 2400
Los Angeles, CA 90067-3010
Attn: Sandra L. Montgomery
Fax/Telecopy No.: (310) 557-2193
Email: smontgomery@proskauer.com

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

GRANTOR	TRADEMARKS	FILING DATE	STATUS	SERIAL NO.
EDENBRIDGE PHARMACEUTICALS, LLC	EDENBRIDGE	January 31, 2020	Active	88780837